\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H} $\underline{:}$

WHEREAS, to secure the payment of an aggregate indebtedness of the sum of \$121,112.00

lawful money of the United States to be paid according to that certain promissory note (the "purchase money note") bearing even date herewith, the Mortgagor in consideration of said debt and for the better securing the payment thereof according to the conditions of the said purchase money note which, with all its provisions are hereby made a part hereof, and also in consideration of Three and No/100 (\$3.00) Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagee:

ALL that certain piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina, containing 15.703 acres, more or less, as shown on survey entitled "Survey for Babbs Hollow Development Company", dated July 3, 1979, prepared by C. O. Riddle, RLS, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an old iron pin at the joint front corner of the within tract and property now or formerly of Babbs Hollow Development Company and Section F, Gower Estates, and running thence, along the joint line of the within tract and property now or formerly of Babbs Hollow Development Company S. 47-25-43 W., 483.22 feet to a point; thence S. 89-48-15 W., 35.83 feet to a point; thence S. 74-43 W., 223.54feet to a point; thence S. 15-17 E., 142.49 feet to a point; thence S. 47-25-43 W., 224.97 feet to a point; thence N. 68-25-02 E., 50.37 feet to an old iron pin at the joint corner of the within tract and property now or formerly of Section E., Gower Estates; thence, along the joint line of said tracts N. 15-18-51 W., 954.01 feet to an old iron pin at the joint rear corner of the within tract and property now or formerly of Section E-1, Gower Estates; thence, along the joint line of said tracts N. 78-08-44 E., 311.90 feet to an old iron pin; thence N. 52-43-31 E., 534.01 feet to an old iron pin at the joint rear corner of the within tract and property now or formerly of Section F, Gower Estates; thence, along the joint line of said tracts S. 26-21-52 E., 684.72 feet to an old iron pin at the joint front corner of the within tract and property now or formerly of Babbs Hollow Development Company and Section F, Gower Estates, the point and place of beginning.

TOGETHER with all right, title and interest of the Mortgagor in and to the Mortgaged Property, rights and interest, which the Mortgagor hereby assigns to the Mortgagee until the indebtedness is paid:

Page -Two-

4328 RV-2

The continues of the second